

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RELIANT WORLDWIDE PLASTICS, LLC	FORMERLY "K&D PLASTICS, LLC" (as converted 12/31/2006); "K&D PLASTICS, INC." (as amended 10/18/2006); "K&D PLASTICS HOLDINGS, INC." (as formed 09/28/2006).	05/29/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	135 N Los Robles Ave STE 100		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	State-Chartered Federal Reserve Member Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4851620	RELIANT-LITE	
Registration Number:	4851619	HOMOGENEOUS CONNECTIVE TECHNOLOGY	
Registration Number:	4526908		
Registration Number:	4103012	RELIANT WORLDWIDE PLASTICS	
CORRESPONDENCE DATA			
Fax Number:	8176849000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8172674529		
Email:	jdressman@benenatilaw.com		
Correspondent Name:	Joseph E. Dressman		
Address Line 1:	2816 Bedford Road		
Address Line 4:	Bedford, TEXAS 76021		
NAME OF SUBMITTER:	Joseph E. Dressman		
SIGNATURE:	/jed/		

OP \$115.00 4851620

DATE SIGNED:

05/30/2019

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*"), dated effective as of May 29, 2019, is made by RELIANT WORLDWIDE PLASTICS, LLC, a Texas limited liability company (the "*Grantor*") in favor of EAST WEST BANK (the "*Lender*").

WHEREAS, this Trademark Security Agreement is a supplement to those certain Loan Agreements, Security Agreements and related instruments by and between Grantor and Lender dated as of March 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Documents*");

WHEREAS, pursuant to the Loan Documents the Grantor granted the Lender a first-priority security interest in, among other assets and property as collateral, all Grantor's personal property and general intangibles, whether patents, trademarks, goodwill or otherwise;

WHEREAS, Grantor possesses all trademark rights, all trade name rights and all other collateral in marketable title free and clear of any liens or adverse claims other than Lender's security interest or as set forth in the Loan Documents;

WHEREAS, this Trademark Security Agreement is executed for the purpose of filing a short-form security agreement in the United States Patent and Trademark Office (the "*USPTO*") for public notice of Grantor's pledge of its property as security for the payment of its Indebtedness under the Loan Documents, which require that Grantor execute all further instruments to effectuate the purposes of the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Grant of Security Interest.** Grantor hereby grants to the Lender a lien and security interest in all of Grantor's right, title and interest in and to the Trademark Collateral defined in paragraph 2, but not the Excluded Trademark Collateral, to secure the payment of the Indebtedness under the Loan Documents.

2. **Trademark Collateral.** The property which is subject to the security interest granted by this Trademark Security Agreement includes all Grantor's pending and registered trademarks or application for registration of trademarks and service marks, unregistered trademarks, service marks, dress, logos, fictitious business names, business identifiers and indicia of origin, wherever located, including, without limitation, each set forth in Exhibit A attached hereto and incorporated herein, as more fully documented in Schedule 1-4 attached hereto and incorporated herein, and all rights to sue for past, present and future infringement of and all goodwill of the Grantor's business associated with any of the foregoing, and all extant license and distribution agreements contributing to the continuance of the goodwill in the same or otherwise relating thereto (collectively, the "*Trademark Collateral*"); provided, however, that no intent-to-use application shall constitute Trademark Collateral unless and until acceptable evidence of use of such marks has been filed with and accepted by the USPTO if

granting a lien on the same prior to such filing and acceptance would negatively affect the enforceability and validity of the underlying rights in those intent-to-use applications (the "*Excluded Trademark Collateral*").

3. Abstract, Representations and Warranties.

(a) Grantor does hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the Lender's security interest are more fully set forth in the Loan Documents, the terms of which expressly include the following:

(i) that no dispute, right of setoff, or defense exists with respect to all or any part of Grantor's property;

(ii) that Grantor possesses all trademark rights and all trade name rights with which it conducts its business in marketable title free of any adverse claims or liens, except for Lender's security interest or as set forth in the Loan Documents;

(iii) that Grantor will not sell, assign or transfer rights in any collateral or deliver possession of any certificate, instrument or documents representing the same to any party other than Lender;

(iv) that Grantor shall defend against all claims and demands against the title of, pay all taxes, assessments and fees related to and maintain and preserve all rights and privileges in any collateral; and,

(v) that neither Grantor's intended use of any collateral nor the grant of Lender's security interest nor Lender's exercise of any remedies arising therefrom will conflict with any law, order, agreement or license affecting the collateral or to which Grantor is bound.

(b) This Trademark Security Agreement does not alter Grantor's duty to file a declaration of use and application for renewal and actively monitor and police the quality of all goods and services sold under its trademarks. Consequently, Grantor further certifies that Grantor:

(i) will, and will use commercially reasonable efforts to cause any of its licensees to, for each Trademark Collateral material to the conduct of its business, maintain the same in full force free of any valid claim of abandonment or invalidity for non-use and display such trademark with notice of registration to the extent necessary and sufficient to establish and preserve its maximum rights under all applicable trademark laws;

(ii) will promptly notify Lender in the event that it has reason to believe that any Trademark Collateral has been or is about to be infringed, misappropriated or diluted by a third party and take all commercially reasonable actions to sue and/or recover any and all damages for the same;

(iii) will notify the Lender promptly if it knows or has reason to know that any Trademark Collateral may become abandoned, lost or dedicated to the public, or of any materially adverse determination or development with the USPTO or other similar office regarding Grantor's ownership or rights in the same; and,

(iv) will not, either itself or through any of its related Persons, file an application for any trademark with the USPTO or similar office, unless it promptly informs the Lender, and, upon request of the Lender thereafter, executes and delivers any and all agreements, instruments, documents and papers as the Lender may reasonable request to evidence the Lender's security interest in the same.

(c) All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Documents are restated and incorporated herein.

4. **Grants, Rights and Remedies.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Loan Documents for recording with the USPTO and Grantor authorizes and requests the same. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall control unless the Lender shall otherwise determine.

5. **Severability.** Any provision of this Trademark Security Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

6. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts (including by means of facsimile or PDF/email), each of which shall be deemed an original and all of which together will constitute one and the same agreement.

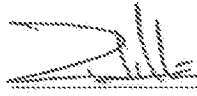
[signature page follows]

IN WITNESS WHEREOF, this Trademark Security Agreement is effective as of the date first written above and delivered for filing as of the date below:

GRANTOR:

RELIANT WORLDWIDE PLASTICS, LLC

~~2800 N. Dallas Pkwy., Suite 101~~
~~Plano, TX 75093~~
4430 W. Highway 82
Gainesville, TX 76240

By: 
Name: ZICKY HANKS
Title: CEO
Date: 05.29.19

LENDER:

EAST WEST BANK

135 North Los Robles Ave., Suite 100
Pasadena, CA 91101

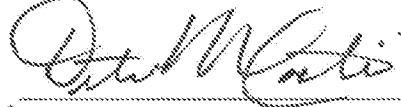
By: 
Name: DUSTIN MARTIN
Title: VP / PORTFOLIO MANAGEMENT
Date: 05.29.2019

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

RELIANT-LITE Trademark Reg. No. 4,851,620
US Serial No. 85/898,291

HOMOGENEOUS CONNECTIVE Trademark Reg. No. 4,851,619
TECHNOLOGY US Serial No. 85/898,276

The mark consists of a square with an airplane superimposed thereon and a trail behind the airplane to illustrate the upward movement of the airplane Trademark Reg. No. 4,526,908
US Serial No. 85/898,305

RELIANT WORLDWIDE PLASTICS Trademark Reg. No. 4,103,012
US Serial No. 85/145,727

Schedule 1

Trademark Reg. No. 4,851,620
US Serial No. 85/898,291

[See attached.]

United States of America

United States Patent and Trademark Office

RELIANT-LITE

Reg. No. 4,851,620

RELIANT WORLDWIDE PLASTICS, LLC (TEXAS LIMITED LIABILITY COMPANY)
2800 NORTH DALLAS PARKWAY, SUITE 101
PLANO, TX 75093

Registered Nov. 10, 2015

Int. Cls.: 40 and 42

FOR: CUSTOM MANUFACTURE OF INJECTION MOLDED REINFORCED LOW WEIGHT THERMOPLASTIC PRODUCTS FOR OTHERS PRIMARILY IN THE TRANSPORTATION INDUSTRY, WHEREIN THE LOW WEIGHT THERMOPLASTIC PRODUCTS ARE MADE OF FIBER REINFORCED COMPOSITES, IN CLASS 40 (U.S. CLS. 100, 103 AND 106).

SERVICE MARK

PRINCIPAL REGISTER

FIRST USE 12-31-2012; IN COMMERCE 12-31-2012.

FOR: CUSTOM DESIGN OF INJECTION MOLDED REINFORCED LOW WEIGHT THERMOPLASTIC PRODUCTS FOR OTHERS PRIMARILY IN THE TRANSPORTATION INDUSTRY, WHEREIN THE LOW WEIGHT THERMOPLASTIC PRODUCTS ARE MADE OF FIBER REINFORCED COMPOSITES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 12-31-2012; IN COMMERCE 12-31-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 85-898,291, FILED 4-8-2013.

NAAKWAMA ANKRAH, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

Schedule 2

Trademark Reg. No. 4,851,619
US Serial No. 85/898,276

[See attached.]

United States of America

United States Patent and Trademark Office

HOMOGENEOUS CONNECTIVE TECHNOLOGY

Reg. No. 4,851,619

RELIANT WORLDWIDE PLASTICS, LLC (TEXAS LIMITED LIABILITY COMPANY)
2800 NORTH DALLAS PARKWAY, SUITE 101
PLANO, TX 75093

Registered Nov. 10, 2015

Int. Cls.: 40 and 42

FOR: CUSTOM MANUFACTURE OF INJECTION MOLDED REINFORCED LOW WEIGHT THERMOPLASTIC PRODUCTS FOR OTHERS, IN CLASS 40 (U.S. CLS. 100, 103 AND 106).

SERVICE MARK

FIRST USE 12-31-2012; IN COMMERCE 12-31-2012.

PRINCIPAL REGISTER

FOR: CUSTOM DESIGN OF INJECTION MOLDED REINFORCED LOW WEIGHT THERMOPLASTIC PRODUCTS FOR OTHERS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 12-31-2012; IN COMMERCE 12-31-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TECHNOLOGY", APART FROM THE MARK AS SHOWN.

SN 85-898,276, FILED 4-8-2013.

NAAKWAMA ANKRAH, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 006657 FRAME: 0865

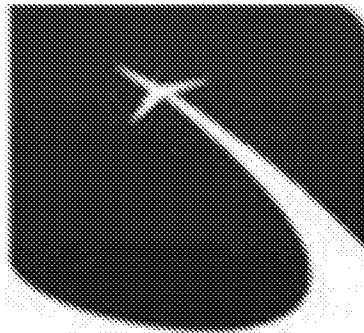
Schedule 3

Trademark Reg. No. 4,526,908
US Serial No. 85/898,305

[See attached.]

United States of America

United States Patent and Trademark Office



Reg. No. 4,526,908

Registered May 6, 2014

Int. Cls.: 40 and 42

SERVICE MARK

PRINCIPAL REGISTER

RELIANT WORLDWIDE PLASTICS, LLC (TEXAS LIMITED LIABILITY COMPANY)
2800 NORTH DALLAS PARKWAY
SUITE 101
PLANO, TX 75093

FOR: CUSTOM MANUFACTURE OF PLASTIC PRODUCTS, INJECTION MOLDED PRODUCTS AND INJECTION MOLDED REINFORCED LOW WEIGHT THERMOPLASTIC PRODUCTS FOR OTHERS; INJECTION MOLDING OF PLASTIC FOR OTHERS; TREATMENT AND FINISHING OF PLASTICS, NAMELY, CUSTOM TOOLING, TRIMMING, DECORATING, AND STAMPING OF PLASTIC MOLDED PARTS, IN CLASS 40 (U.S. CLS. 100, 103 AND 106).

FIRST USE 9-10-2010; IN COMMERCE 9-10-2010.

FOR: CUSTOM DESIGN OF PLASTIC PRODUCTS, INJECTION MOLDED PRODUCTS AND INJECTION MOLDED REINFORCED LOW WEIGHT THERMOPLASTIC PRODUCTS FOR OTHERS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 9-10-2010; IN COMMERCE 9-10-2010.

THE MARK CONSISTS OF A SQUARE WITH AN AIRPLANE SUPERIMPOSED THEREON AND A TRAIL BEHIND THE AIRPLANE TO ILLUSTRATE THE UPWARD MOVEMENT OF THE AIRPLANE

SN 85-898,305, FILED 4-8-2013.

NAAKWAMA ANKRAH, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 006657 FRAME: 0867

Schedule 4

Trademark Reg. No. 4,103,012
US Serial No. 85/145,727

[See attached.]

United States of America

United States Patent and Trademark Office

RELIANT WORLDWIDE PLASTICS

Reg. No. 4,103,012

K&D PLASTICS, LLC (TEXAS LIMITED LIABILITY COMPANY)
4430 W. HIGHWAY 82

Registered Feb. 21, 2012

GAINESVILLE, TX 762401767

Int. Cls.: 40 and 42

FOR: CUSTOM MANUFACTURE OF PLASTIC PRODUCTS AND INJECTION MOLDED PRODUCTS; INJECTION MOLDING OF PLASTIC FOR OTHERS; TREATMENT AND FINISHING OF PLASTICS, NAMELY, CUSTOM TOOLING, TRIMMING, DECORATING, AND STAMPING OF PLASTIC MOLDED PARTS, IN CLASS 40 (U.S. CLS. 100, 103 AND 106).

SERVICE MARK

PRINCIPAL REGISTER

FIRST USE 4-13-2010; IN COMMERCE 10-5-2010.

FOR: CUSTOM DESIGN OF PLASTIC PRODUCTS AND INJECTION MOLDED PRODUCTS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 4-13-2010; IN COMMERCE 10-5-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "WORLDWIDE PLASTICS", APART FROM THE MARK AS SHOWN.

SN 85-145,727, FILED 10-5-2010.

ADA HAN, EXAMINING ATTORNEY



David J. Kyros

Director of the United States Patent and Trademark Office